

**To:** Cooper, Geoff[Cooper.Geoff@epa.gov]  
**From:** Scalise, Laura  
**Sent:** Thur 9/14/2017 8:27:43 PM  
**Subject:** RE: NDA/FTCA  
NDA with Water Gen gc mark up 9.14 gc ls.docx  
Water Gen MTA MARKED 140917 LS.docx

Hi Geoff.

I added a couple things to the NDA. We want to be clear that the CRADA is the governing document, not the MTA.

Here is the mark-up on the MTA.

Please give me comments and edits if you will, and I'll send these to Liat tomorrow, with the CRADA I sent her 6 weeks ago.

There is a section in the MTA I want the Lab to look at. The clause about not opening up the unit. I have a comment there you can see. I'll send them the MTA tomorrow, as well.

I'm leaving shortly. I'm working from home tomorrow.

*"Everything should be made as simple as possible,  
but not simpler." - Albert Einstein*

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**From:** Cooper, Geoff  
**Sent:** Thursday, September 14, 2017 3:33 PM  
**To:** Scalise, Laura <Scalise.Laura@epa.gov>  
**Subject:** NDA/FTCA

Here's my mark up (just a few) of their mark up of our non-disclosure agreement. And here's some language that I've used to replace the usual indemnity language in agreements:

“Any third party civil action based in whole or in part on a cause of action for damages resulting from work performed under this MTA will be governed by the Federal Tort Claims Act, as amended.”